

**SEIU Local 721**  
**City of El Monte**

**General Mid-Management Unit**  
**Memorandum of Understanding**

**January 1, 2016,  
through  
December 31, 2017**





***MEMORANDUM  
OF  
UNDERSTANDING***

*between the*

***General  
Mid-Management Unit***

*Represented By:*

***SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 721***

*and the*

***City of El Monte***

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***January 1, 2016 – December 31, 2017***

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**Article I. TERM OF MEMORANDUM OF UNDERSTANDING**

This MOU shall be effective January 1, 2016, except as otherwise provided herein, and together with all the terms, conditions and effects thereof, shall expire at midnight on December 31, 2017.

Collective bargaining unit negotiations will commence six (6) months prior to MOU expiration date, unless mutually agreed to otherwise by the parties.

**Article II. RECOGNITION**

***Section 2.01 Representation***

The City recognizes the Service Employees International Union, Local 721 (hereinafter referred to as "SEIU" or the "Union") for the El Monte General Mid-Management Unit, (hereinafter referred to as "Unit" or "GMMU") as the exclusive representative of the employees in said Unit for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., and the Employment Relations Resolution when City rules, regulations or laws affecting wages, hours or other terms and conditions of employment are amended or changed.

***Section 2.02 Unit Employee***

The terms "unit employee" or "unit employees" as used herein, shall refer only to the employees in the classifications of the General Mid-Management Unit.

The Salary Resolution, Authorized Position Listing, and Salary Grade Table authorized by the City Council will be the guiding document for citywide budgeted positions in the classifications of the General Mid-Management Unit in accordance with Title 2, Chapter 2.72, Sections 040 Classification and 050 Compensation of the City of El Monte Municipal Code. All such unit employees shall be considered Mid-Management. The City may notify the Union in writing of any proposed changes to the classifications authorized in the Salary Resolution by the City Council.

***Section 2.03 Agency Shop***

- A. Pursuant to Government Code Section 3502.5, all employees in the unit have the right to join, or not join, the Union. The Unit has agreed to an agency shop arrangement, which requires that as a condition of continuing employment, employees in the unit must either join the Union, pay to the Union a service fee in lieu thereof, or establish a religious exemption there from.

B. Membership Dues & Service Fees

1. Each unit employee in the bargaining unit may choose to become a member of the Union and shall pay the Union, via payroll deductions, the regular dues rate. An employee that was already a member of SEIU, in another City bargaining unit represented by SEIU, shall automatically remain a member of SEIU when entering the GMMU, unless he/she requests in writing to the Union to change such membership status within seven (7) days of entering the GMMU.
2. The City shall automatically deduct a service fee, in an amount not to exceed the regular dues rate, from the paychecks of those unit employees who do not join the Union within fourteen (14) days of entering the GMMU.
3. Such amounts of dues and service fees shall be determined by the Union and implemented by the City in the first payroll that starts after the City receives thirty (30) days written notice from the Union.

C. Nondiscrimination

1. Treatment of Employees

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any unit employee because of race, religious creed, color, sex, age, disability, sexual orientation, national origin, ancestry, or lawful union activity.

2. Rights of Employees

The parties mutually recognize the rights of unit employees to join and/or participate in union activities or refrain from joining and/or participating in union activities and to self-representation pursuant to Government Code Section 3502.

D. Religious Objections

1. Any unit employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union.
2. Such unit employees shall be required to submit a written request for exemption to the Union. Upon approval of such request, the employee, in lieu of the payment of service fees, shall direct the Union to submit such funds, in an amount equal to the service fee, to a non-religious, non-labor charitable fund of the employee's choosing which is exempt from taxation under the Internal Revenue Code.
3. Such payments shall be made by payroll deduction as condition of continued exemption from the requirements of financial support to the Union and as a condition of employment.

E. Payroll Deductions

1. During the term of this MOU, and upon compliance with such rules and regulations pertaining thereto as the Human Resources/Risk Management (HR/RM) Department or Finance Department may establish, union dues and such other deductions as may be lawfully permitted and agreed to by the City and the Union, shall be deducted each pay period from the base salary, including longevity pay, of each unit employee in the Union who files with the Finance Department, a written authorization that such voluntary deductions be made. Deductions for service fees shall not require written authorization from the employee.
2. Remittance to the Union of the aggregate amount of such deductions will be made by the City within fifteen (15) working days after the end of the month in which said deductions were effected.
3. Notwithstanding any provisions to the contrary, during the terms of this MOU, payroll deductions requested by unit employees for the purpose of becoming employees of and/or to obtain benefits offered by any bargaining organization other than the Union, will not be accepted by the City.
4. For the purpose of this provision, bargaining organization means any organization of unit employees whose responsibility or goal is to represent unit employees in the City's meet-and-confer process.

F. Union Security Clause

1. Any employee, who has authorized union dues payroll deductions on or by the effective date of this MOU, or at any time subsequent to the effective date of this MOU, shall continue to have such union dues payroll deductions made by the City during the term of this MOU.
2. Employees may opt to terminate such union dues payroll deductions during the period of not less than thirty (30) days and not more than forty-five (45) days before the expiration of this MOU, by notifying SEIU, in writing, of their termination of authorization for union dues payroll deductions. Such notification shall be delivered in person, or by United States Mail, and should be in the form of a letter, signed and dated by the individual employee, containing the following information: employee name, employee identification number, job classification, employer's name, and a statement of request to cancel union dues payroll deductions for SEIU.

G. Indemnification

SEIU Local 721 agrees to indemnify and hold the City harmless against any and all claims, suits, and orders of judgment throughout or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

H. Committee on Political Education

1. The City agrees to allow unit employees to make voluntary political contributions to SEIU's Committee on Political Education ("COPE") through payroll deduction.
2. A unit employee interested in making such contributions shall authorize the City in writing on a form, which clearly indicates the funds will be used for political purposes and that the contribution is voluntary in nature.
3. Remittance to the Union of the aggregate amount of such deductions will be made by the City within fifteen (15) working days after the end of the month in which said deductions were effected.

I. Access to Information

1. The City agrees to provide the Union with information relevant to the Union's representation of the bargaining unit.
2. The Union shall submit any request for information in writing to the City's HR/RM Director.

J. Reporting Guidelines

1. The City shall notify SEIU of all new employees hired, promoted, demoted, and transferred by the City, who are represented under this MOU. The City shall provide the following information for each employee within fourteen (14) business days of such change in employment status: full name, employee ID number, date of hire, effective date of change in employment status, date of birth, home address, mailing address (if different), home phone number, cell phone number (if known), classification, work location, work phone number, salary step, and rate of pay.
2. SEIU shall notify the City in writing of any City and/or Union personnel, including their contact information, who are recognized as representatives of SEIU with the power to bind SEIU in all matters pertaining to this MOU. SEIU further agrees to notify the City in writing of the names of its Stewards and the effective dates of their election, appointment, or certification.

K. Use of City Facilities & Equipment

1. The City agrees to permit the reasonable and limited use of City facilities and equipment, including telephones, personal computers and other information technology devices by unit employees for the conducting of official union business and will not interfere with the conduct of City business. Such use must be consistent with current City policies, procedures and practices, including but not limited to the City's Information Technology policy.
2. The use of City facilities must be scheduled in advance by contacting the appropriate department director, or designee.

L. Paid Union Release Time

Unit employees authorized release time to participate in union activities under this Section shall suffer no loss in any compensation and/or benefits.

Union release time shall be granted upon reasonable advance written notice to the City. Reasonable advance notice is considered at least seven (7) calendar days prior to the date of the planned activity. It is the responsibility of an authorized union representative to provide such reasonable advance written notice to the City. In the event the union representative fails to provide such reasonable advance notice, the City may deny the request if the employee's absence would negatively impact City services or operations.

M. Collective Bargaining

During collective bargaining for a successor MOU, the City shall release no more than five (5) unit employees, and no more than one (1) unit employee from each division of a department (unless the unit employee is a supervisor of more than one division), to participate in negotiations. Additional unit employees may be authorized to participate in negotiations by mutual agreement of both parties. Release time shall include preparation for bargaining, bargaining sessions with the City, and any required caucus time that occurs during normal work hours.

N. GMMU Chapter Board

GMMU Chapter Board Members will each be allowed paid release time, for up to two (2) hours per month, to attend union meetings, events, and/or training. Such union release time may accrue for up to a maximum of twenty (20) hours each calendar year. There shall be no more than six (6) unit employees on union release time at any given time. SEIU agrees City services should not be negatively affected by the use of union release time and the use of such time is subject to prior approval by the employee's department director, or designee. The City will not unreasonably withhold such permission.

O. SEIU Executive Board

The City agrees one (1) unit employee elected, or appointed, as an Executive Board Member of SEIU Local 721 shall be allowed paid release time for one (1) day per month for the purpose of traveling to, and attending, the monthly Executive Board meetings.

***Section 2.04 Confidential Employees — Employee Relations***

- A. In accordance with Government Code Section 3507.5, many California public agencies designate certain key employees as confidential.
- B. The confidential employees are generally those who have access to confidential or privileged information dealing with labor relations.
- C. Therefore, those employees are not permitted to represent other employees of the agency in labor matters — negotiations or discipline hearings, for example — in order to avoid an obvious conflict of interest, the appearance of bad faith and the

willful or inadvertent release of information that could seriously impair the labor-management relationships within the agency.

- D. Therefore, incumbent unit employees of classifications designated as confidential by the City Manager after meeting and conferring with the Union are prohibited from representing any employee organization on any matter within the scope of representation.
- E. A confidential employee may be permitted to participate in certain labor relation functions if so approved in advance by the City Manager.

### **Article III. MANAGEMENT RIGHTS & RESPONSIBILITIES**

#### ***Section 3.01 Introduction***

The City reserves, retains and is vested with, solely and exclusively, all rights that have not been expressly abridged by specific provision of this MOU or by law to manage the City for the residents of El Monte, as such rights existed prior to the execution of this MOU.

The sole and exclusive rights of the City shall include, but not be limited to, the following rights:

- A. To manage the City generally and to determine policies, procedures, and the right to manage the affairs of the City;
- B. To determine the existence or nonexistence of facts, which form the basis of the Management decision;
- C. To determine the necessity, organization, and implementation of any service or activity conducted by the City or other governmental jurisdictions, and expand or diminish services;
- D. To determine the nature, manner, means, extent, type, quantity, quality, technology, standards, level and extent of services to be provided to the public;
- E. To determine methods of financing;
- F. To determine quality, quantity and types of equipment or technology to be used;
- G. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, organizational structure, size and composition of the work force and allocate and assign work by which the City operations and services are to be conducted;
- H. To plan, determine and manage City budget which includes changes in the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including the right to contract for or subcontract any work or operation of the City;
- I. To assign work to and schedule unit employees in accordance with requirements as determined by the City and to establish and change work hours, schedules and assignments;

- J. To lay off unit employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or nonproductive or not cost effective as determined by the City;
- K. To establish and modify productivity and performance programs and standards;
- L. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reduce, reprimand, withhold salary increases and benefits, or otherwise discipline unit employees for cause;
- M. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications and to reallocate and reclassify unit employees;
- N. To hire, transfer, promote, reduce in rank, demote, reallocate, and terminate unit employees and take other personnel action for non-disciplinary reasons in accordance with the MOU and applicable resolutions and Codes of the City;
- O. To determine policies, procedures and standards for selection, training and promotion of unit employees;
- P. To establish unit employee performance standards, including quality and quantity standards, and to require compliance therewith;
- Q. To maintain order and efficiency in its facilities and operations;
- R. To establish and promulgate and/or modify rules and regulations, policies and procedures related to productivity, efficiency, conduct, safety, health and order in the City and to require compliance therewith;
- S. To restrict the activity of an employee organization on City property and on City time except as set forth in the Employment Relations Resolution, the Personnel Rules and Regulations, or this MOU;
- T. To take any and all necessary steps and actions to carry out the service requirements and to determine the issues of public policy and the overall mission of the City and the mission of the Agency in emergencies or other time deemed necessary by the City not specified above.

### ***Section 3.02 Impact on Management Rights***

The City agrees to meet and confer with the Union, except in cases of emergencies defined in the MOU, over the exercise of a management right which has impact upon the wages, hours and terms and conditions of employment of unit employees, unless remedies for the impact consequences of the exercise of a management right upon unit employees are provided for in this MOU, the Personnel Rules and Regulations, or City ordinances.

## **Article IV. SALARIES & OTHER PAYS**

### ***Section 4.01 Salary Ranges***

The Salary Resolution, Authorized Position Listing, and Salary Grade Table authorized by the City Council will be the guiding document for citywide budgeted positions and salary ranges in accordance with Title 2, Chapter 2.72, Sections 040 Classification and 050 Compensation of the City of El Monte Municipal Code.

### ***Section 4.02 Salary Adjustments***

#### **A. Reinstatement of Deferred Salary Adjustments**

Effective January 1, 2016, unit employees in all classifications shall receive a five percent (5%) salary adjustment above the classification's assigned salary range.

#### **B. Salary Adjustment — July 1, 2016**

Effective July 1, 2016, unit employees in all classifications shall receive a two percent (2%) salary adjustment above the classification's assigned range.

#### **C. Salary Adjustment — January 1, 2017**

Effective January 1, 2017, unit employees in all classifications shall receive a two percent (2%) salary adjustment above the classification's assigned range.

#### **D. Salary Adjustment — July 1, 2017**

Effective July 1, 2017, unit employees in all classifications shall receive a two percent (2%) salary adjustment above the classification's assigned range.

### ***Section 4.03 Work Schedules***

#### **A. 4/10 Work Schedule**

Effective November 2, 1992, Unit employees were approved and assigned a "4/10" work schedule.

Normal days of work will be each Monday through Thursday, or as otherwise determined by the City Manager or Department Director at their discretion.

#### **B. Impact if 4/10 is Rescinded**

If the "4/10" work schedule is rescinded by the City and replaced with a "9/80" or "5/40" work schedule, the Day after Thanksgiving holiday and the employee birthday holiday will be reinstated.

#### **C. Holidays and Personal Leave Counted as Ten (10) Hours**

Holidays and personal leave days will be counted as ten (10) hours; regardless of whether or not a unit employee is working a schedule other than the "4/10".

#### ***Section 4.04 Flextime (FLSA Exempt Employees)***

##### **A. Purpose**

As mentioned below, both parties agree that some unit employees are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). The purpose of this Flextime Plan is to allow FLSA exempt unit employees to make work schedule modifications.

##### **B. Flextime Plan**

Both parties agree to the following plan for work schedule modification:

1. The regular work hours of the City and each of its departments is set by the City Manager or Department Directors (subject to the "Holiday" provisions of this MOU).
2. FLSA exempt unit employees will generally work at least forty (40) hours each week unless on approved leave.
3. An FLSA exempt unit employee will work additional hours during that day, or during that week, so that he/she works at least forty (40) hours in a work week; or deduct that time not worked from his/her appropriate leave account.
4. An FLSA exempt unit employee may flex his/her work hours during that day, or during that week, so he/she does not regularly exceed working forty (40) hours in a work week.

##### **C. Limitations**

1. Deductions from a leave account will be made in accordance with applicable law.
2. Unit employees are responsible for contingency planning and coordinating their activities so that the City's service goals are adequately addressed.
3. Department Directors reserve the right to disapprove the use of flextime if it is excessive in frequency and/or disruptive to the operation or workflow of the division or department.

#### ***Section 4.05 Other Pays***

##### **A. Overtime Pay**

###### **1. FLSA Status**

The City agrees to review all classifications in the Unit for compliance with the FLSA guidelines. The City shall provide the Union with its written findings no later than December 31, 2016. In the event the Union is in disagreement with the findings, the City agrees to meet and consult on the issue.

a) FLSA Exempt Employees

The payment of overtime shall not be applicable to unit employees classified as FLSA exempt.

b) FLSA Non-Exempt Employees

Unit employees classified as FLSA non-exempt shall be compensated at one and one-half (1½) times his/her regular hourly rate for all hours actually worked in excess of forty (40) hours in a work week.

2. Exception — Disaster Overtime

a) The City agrees that FLSA exempt unit employees will be paid an overtime rate equal to time and one-half (1½) above their hourly rate for any work or travel time beyond their normal work shift in the event that a disaster is formally declared by the federal government for the City of El Monte and the City Manager of the City of El Monte (or his/her designee) requires unit employees' services to assist in the disaster.

b) Likewise, if assigned by the City Manager or his/her designee, FLSA exempt unit employees will be paid the same overtime rate for any work, or travel time, beyond a normal shift if they are sent to other jurisdictions as part of any mutual aid situation during a disaster formally declared by the federal government.

3. Employees Promoted From Positions Eligible for Overtime

a) At the time that any employee is promoted from a position eligible for overtime to an FLSA exempt position, the City shall promptly pay to the unit employee all accrued compensatory time off.

b) Payment will be made at the hourly rate of the position from which promoted.

B. Compensatory Time (FLSA Non-Exempt Employees Only)

1. Compensatory Time in Lieu of Overtime Paid

a) Unit employees who are eligible to be paid for overtime may opt to accrue compensatory time off at a rate of one and one-half (1½) hours for each overtime hour worked.

b) The unit employee shall be given the option of receiving overtime pay or accruing compensatory time off.

2. Compensatory Time Accumulation Bank

A unit employee shall be allowed to accumulate up to two hundred (200) hours of compensatory time. Any compensatory time in excess of two hundred (200) hours shall be paid at a rate of one (1) times the equivalent hourly rate of the unit employee at the time such compensatory time was earned.

C. Longevity Pay

1. Purpose

The longevity pay program is based upon all service time worked by the unit employee in regular employment with the City of El Monte.

2. Length of Service/Compensation (CalPERSable Compensation)

Eligible unit employee shall receive extra compensation above their base salary as follows:

YEARS/MONTHS OF SERVICE	EMPLOYEE HIRE DATES	
	On or Before 01/01/95	After 01/01/95
After five (5) years (60) months	Two percent (2%)	\$ 75 per month
After ten (10) years (120 months)	Four percent (4%)	\$ 100 per month
After fifteen (15) years (180 months)	Five percent (5%)	\$ 125 per month
After twenty (20) years (240 months)	Six percent (6%)	\$ 150 per month

D. Second Tier - Additional Longevity Pay (CalPERSable Compensation)

1. Effective February 1, 2007, the City implemented a second tier of longevity pay (in addition to the longevity pay referred to in the preceding paragraph). Eligible unit employees shall receive additional compensation, above their base salary, as follows:

YEARS/MONTHS OF SERVICE	EMPLOYEE HIRE DATES	
	On or After 07/01/2000	On or Before 06/30/2000
More than five (5) years, but less than ten (10) years	Three percent (3%)	Six percent (6%)
Ten (10) years or more	Six percent (6%)	Six percent (6%)

2. Employees hired after January 1, 2011 are not eligible to receive Additional Longevity Pay.

E. Education and Certification Incentives (CalPERSable Compensation)

1. Compensation

- a) An employee may only receive compensation for one (1) degree or (1) certificate.
- b) Each unit employee who possesses an eligible degree shall receive seventy-five dollars (\$75.00) per pay period.

- c) Each unit employee who possesses an eligible certificate shall receive fifty dollars (\$50.00) per pay period.

## 2. Eligibility

Degrees must be obtained from an institution of higher learning with applicable accreditation and not mandated to meet the classification's minimum job requirement criteria. To qualify, employees must follow procedures as set forth by the HR/RM Department.

- a) Only eligible degrees are as follows:

- Master's Degree

- b) Only eligible certificates, issued by the Peace Officer Standards and Training (P.O.S.T.), are as follows:

- Intermediate P.O.S.T. Certificate
- Advanced P.O.S.T. Certificate
- Supervisory P.O.S.T. Certificate

- c) For employees in the unit on January 1, 2016, payment shall be retroactively paid to the beginning of the pay period immediately following the date the certificate is issued by P.O.S.T. or the date on the degree issued by the educational institution, or January 1, 2016, whichever date occurs later.

For all other employees, payment shall be paid effective the beginning of the pay period immediately following the date the certificate is issued by P.O.S.T., or the date on the degree issued by the educational institution, or on the date the employee enters the unit, whichever occurs later.

## F. Acting/Interim Assignment Pay (CalPERSable Compensation)

### 1. Eligibility

Each unit employee who, by written assignment of his/her supervisor approved by the department director and submitted on a Personnel Action Form, performs the duties of a position with a higher salary classification than that in which he/she is regularly employed, shall receive the compensation specified for the position to which he/she is thus assigned if he/she performs the duties thereof for a period of thirty (30) or more consecutive calendar days.

2. Compensation

- a) The Acting Pay increased compensation shall be at such a salary step within the higher classification as will accord such unit employee an increase of at least five percent (5%) over his/her current regular compensation.
- b) Acting pay shall begin on the thirtieth (30<sup>th</sup>) consecutive calendar day of work in the acting classification and shall be retroactive to the first (1<sup>st</sup>) day of the acting assignment.

3. Limitations

- a) In no event shall an eligible unit employee receive more than a fifteen percent (15%) increase over the unit employee's current regular compensation during an acting assignment.
- b) No unit employee acting in an FLSA exempt mid-management position shall receive overtime for hours worked in an FLSA exempt mid-management position.

***Section 4.06 Employer Paid Deferred Compensation (Non-CalPERSable Compensation)***

A. Requirement for City Contribution

- 1. All unit employees hired prior to July 1, 2008 must join the City sponsored 401(a) Deferred Compensation Plan.
- 2. Effective January 1, 2016, for unit employees hired prior to July 1, 2008, the City shall contribute a total of two percent (2%) of each eligible unit employee's base salary, which includes longevity pay, to a City sponsored deferred compensation plan.

B. Limitations

- 1. The amounts contributed to the Plan are subject to the statutory limits outlined in the codes of the Internal Revenue Service ("IRS").
- 2. All unit employees may still participate in other City deferred compensation plans in addition to the Plan

***Section 4.07 Salary Steps***

A. Step 1

A new unit employee should receive this entry-level step upon hire or entry into the Unit.

B. Step 2

A unit employee should receive this step after the completion of six (6) months of satisfactory service in Step 1 in the same classification.

C. Step 3

A unit employee should receive this step after the completion of twelve (12) months of satisfactory service in Step 2 in the same classification.

D. Step 4

A unit employee should receive this step after the completion of twelve (12) months of satisfactory service in Step 3 in the same classification.

E. Step 5

A unit employee should receive this step after the completion of twelve (12) months of satisfactory service in Step 4 in the same classification.

F. Placement at Higher Step

The City Manager may approve a unit employee to be placed at a higher step on the authorized salary range for the classification. The unit employee may then advance on the salary range for the classification after the completion of twelve (12) months of satisfactory service in the salary step for the same classification.

G. Placement Upon Promotion

Upon promotion, a unit employee shall be placed at a salary step within the higher classification as will accord the unit employee with an increase of at least five percent (5%) over his/her current salary step, including Acting/Interim Assignment Pay within the bargaining unit only, if applicable. The unit employee may then advance on the salary range for the classification after the completion of twelve (12) months of satisfactory service in the salary step for the same classification.

***Section 4.08 High Performance Pay Plan***

During the term of this MOU, the parties agree to continue to meet and confer on the implementation of a pilot High Performance Pay Plan focused on rewarding individual high performance, and providing incentives to encourage high performance, through the use of percentage based lump sum payments upon annual review.

Payments granted pursuant to this Section shall not be automatic and will be subject to annual performance review.

**Article V. BENEFITS**

***Section 5.01 Medical Insurance***

**A. Contribution**

Effective January 1, 2016, the City shall contribute the amount of the second lowest cost HMO family plan rate, for the "Los Angeles Area Region" (Los Angeles, San Bernardino, and Ventura County) offered by CalPERS, towards the cost of the monthly medical insurance coverage for each unit employee and his/her enrolled qualified family members from an approved CalPERS health plan.

**B. Excess Contribution (Non-CalPERSable Compensation)**

**1. Employees hired on or before January 1, 2016**

- a) If the unit employee does not use the full contribution provided, then the unit employee may opt to take the excess portion of the monthly contribution as either taxable cash or have the amount contributed to a City deferred compensation plan.
- b) If a unit employee can provide to the HR/RM Director proof of alternate adequate medical coverage, then the unit employee may elect not to purchase medical insurance from the City and instead opt to take the full monthly contribution as either taxable cash or have the amount contributed to a City deferred compensation plan.

**2. Employees hired after January 1, 2016**

- a) If the unit employee does not use the full contribution provided, then the unit employee may opt to take the excess portion of the monthly contribution, up to a maximum of six hundred dollars (\$600.00) per month, as either taxable cash or have the amount contributed to a City deferred compensation plan.
- b) If a unit employee can provide to the HR/RM Director proof of alternate medical coverage, then the unit employee may elect not to purchase medical insurance from the City and instead opt to take the monthly contribution, up to a maximum of six hundred dollars (\$600.00) per month, as either taxable cash or have the amount contributed to a City deferred compensation plan.

***Section 5.02 Medical Benefit Structure***

The basic benefit structure of the City's medical insurance plans shall not be reduced during the term of this agreement; however, the City reserves the right to increase benefits if it so desires.

### ***Section 5.03 Dental Insurance***

#### **A. Contribution**

The City shall pay the monthly premium for dental insurance coverage of a City sponsored plan up to the family rate for unit employees and their eligible family members. The City shall maintain a dental insurance plan comparable to, or better than, the plan in existence on January 1, 2016 (i.e. co-pays, out-of-pocket expenses, covered services, etc.).

#### **B. Excess Contribution**

If the unit employee does not use the full City monthly contribution for dental insurance coverage, the remaining contribution amount will ***not*** be paid to the unit employee as taxable cash or contributed to a City deferred compensation plan.

#### **C. Proof of Other Dental Insurance Coverage**

If the unit employee can provide to the HR/RM Director proof of alternate adequate dental coverage, then the unit employee may opt out of the City sponsored dental insurance plan and receive thirty five dollars (\$35.00) per month in taxable cash or contributed to a City deferred compensation plan.

### ***Section 5.04 Vision Insurance***

#### **A. Contribution**

The City shall pay the monthly premium for vision insurance coverage of a City sponsored plan up to the family rate for unit employees and their eligible family members. The City shall maintain a vision insurance plan comparable to, or better than, the plan in existence on January 1, 2016 (i.e. co-pays, out-of-pocket expenses, covered services, etc.).

#### **B. Excess Contribution**

If the unit employee does not use the full City monthly contribution for vision insurance coverage, the remaining contribution amount will ***not*** be paid to the unit employee as taxable cash or deferred compensation.

### ***Section 5.05 Life Insurance***

#### **A. Eligibility**

All unit employees are eligible to participate in the Group Term Life Insurance Plan for the City of El Monte.

#### **B. Employee's Premiums**

All premiums for the Group Life Insurance plan shall be paid in full by each participating unit employee through payroll deduction.

### ***Section 5.06 Long Term Disability Insurance***

The City shall pay the monthly premium for current employees for Long Term Disability Insurance.

### ***Section 5.07 Long-Term Care***

#### **A. Employee Contribution**

Each participating unit member shall contribute up to twenty dollars (\$20.00) monthly. The City shall pay the balance of the premium for each unit member participating in the Long Term Care Plan.

#### **B. Limitations**

1. Unit members not enrolled in the Long Term Care Plan will make no such contribution.
2. The City shall not be responsible for premiums for long term care benefits to retirees or unit members who have separated from the City.

### ***Section 5.08 Pre-Tax Benefits***

#### **A. Requirements**

##### **1. IRS Section 125c**

Unit employees are eligible for pre-tax benefits payable under IRS Section 125c, including medical, dental and vision insurance premiums.

##### **2. Flexible Savings/Spending Account (FSA)**

As outlined in the IRS Code, unit employees may submit certain out-of-pocket expenses (such as unreimbursed medical expenses and child care expenses) to the City's third party administrator. Employees may contact the HR/RM Department for more information and/or to enroll in an FSA.

#### **B. Eligible Deductions**

If such out-of-pocket expenses meet the requirements of the IRS Code, these expenses shall be deducted from the unit employee's gross pay as reported to the IRS thereby lowering the unit employee's total tax liability during the year.

### ***Section 5.09 Other Benefits***

#### **A. Auto Allowance (Non-CalPERSable Compensation)**

##### **1. Classifications Eligible for Auto Allowance**

In addition to base salary, the classifications specified below shall be paid a flat monthly sum (that may not be counted towards retirement compensation calculation) for the use of his/her respective private automobile in the conduct of City business in lieu of mileage reimbursement.

a) The following classifications shall be paid a flat sum of four hundred dollars (\$400.00) per month:

- Chief Building Official
- Economic Development Senior Manager

b) The following classifications shall be paid a flat sum of two hundred dollars (\$200.00) per month:

- City Engineer
- City Planner
- Housing Manager
- Information Technology Manager
- Parks, Recreation & Community Services Supervisor
- Recreation Services Manager
- Transportation Operations Manager
- Utilities Engineer

B. Justification for Additional Classifications — Auto Allowance

1. To provide new auto allowances for any unit classification, specific justification is needed. Incumbents in these classes need to submit mileage reimbursement records covering the previous six (6) months.
2. The City will then meet and confer with the Union to determine if there is sufficient justification based on the mileage reimbursement records to grant auto allowance for the proposed classifications.

C. Mileage Reimbursement

1. Eligibility

- a) Unit employees who are requested or assigned to use private vehicles in the conduct of City business shall be compensated for miles actually traveled in the conduct of City business.
- b) The mileage reimbursement rate is determined by the IRS and the City shall adopt that reimbursement rate.

2. Mileage Expense Claims

All claims for reimbursement of such mileage expense shall be presented in writing and shall be subject to the approval of the City Manager or designee.

D. Educational Reimbursement

1. The City agrees to provide a professional mid-management development education reimbursement program for job-related college courses leading to a degree, certification programs, and continuing education units. A unit employee may receive up to five thousand dollars (\$5,000.00) per fiscal year. The total educational reimbursement for each fiscal year shall not exceed twenty five thousand dollars (\$25,000.00) for the GMMU.
2. These GMMU Educational Reimbursement funds shall be assigned to and disbursed from the HR/RM Department budget.
3. Procedures for the disbursement of these GMMU Educational Reimbursement funds are maintained by the HR/RM Department.

E. Professional Seminars/Conferences/Dues

1. Each unit employee shall be allowed to attend professional seminars and/or conference as approved and budgeted by the department director and City Manager.
2. Each unit employee in a classification, for which the City requires registration or professional membership, will have such expenses paid by the City. Payment shall be made either directly by the City to the appropriate organization or agency or reimbursed to the employee upon adequate proof of payment.

F. 457 Deferred Compensation

All unit employees may voluntarily participate in available 457 deferred compensation plans. Any voluntary contributions made to such plans must be made via automatic payroll deductions. The amounts contributed to the plans are subject to the statutory limits outlined in the codes of the IRS.

G. Ancillary Benefits

All unit employees may voluntarily participate in available ancillary benefit plans. Any required payments to such plans must be deducted from the monthly medical insurance contribution or via automatic payroll deductions.

## **Article VI. LEAVES**

### **Section 6.01 Holidays**

#### **A. Official Paid Holidays for Unit Employees**

The official paid City recognized holidays granted to unit employees are as follows:

<b>HOLIDAY</b>	<b>DAY</b>
<b>New Year's Day</b>	January 1 <sup>st</sup>
<b>Martin Luther King, Jr. Birthday</b>	3 <sup>rd</sup> Monday in January
<b>President's Day</b>	3 <sup>rd</sup> Monday in February
<b>Memorial Day</b>	Last Monday in May
<b>Independence Day</b>	4 <sup>th</sup> of July
<b>Labor Day</b>	1 <sup>st</sup> Monday in September
<b>Veteran's Day</b>	November 11 <sup>th</sup>
<b>Thanksgiving Day</b>	4 <sup>th</sup> Thursday in November
<b>Christmas Eve (½ day)</b>	December 24 <sup>th</sup> (5 hours)
<b>Christmas Day</b>	December 25 <sup>th</sup>
<b>New Year's Eve (½ day)</b>	December 31 <sup>st</sup> (5 hours)
<b>Floating Holiday</b>	10 hours

#### **B. Annual Holiday Bank — Maximum of 110 Hours per Year**

1. On January 1<sup>st</sup> of each year, a holiday bank shall be established for each unit employee at the rate of ten (10) hours for each holiday, which occurs during the calendar year, to a maximum of one hundred and ten (110) hours per year.
2. Employees entering the GMMU shall have a pro-rated holiday bank established that contains all designated holidays remaining following their effective date of hire or entry into the Unit.

*For example: An employee's date of entry into the GMMU is July 1<sup>st</sup>. He/she will receive a holiday bank that includes all designated holidays from Independence Day through New Year's Eve and the Floating Holiday (if he/she has not already used it) which equals seventy (70) hours.*

#### **C. Cash Out of Remaining Holiday Hours**

1. On or about the second (2<sup>nd</sup>) pay check in January of each calendar year thereafter, each unit employee shall receive a cash payment for all remaining time in the holiday bank from the previous calendar year, at straight time on the base hourly rate.
2. There shall be no carryover of banked holiday hours from one (1) calendar year to another.

D. Employees Separating from the City

1. Employees who leave City employment shall be paid a pro-rata amount of unused holiday pay.
2. The separating unit employee shall be paid all unused holiday hours equivalent to the number of recognized City holidays that occur between January 1<sup>st</sup> and the date of the employee's separation.
3. *For example: If a unit employee resigns effective July 1<sup>st</sup> and has not been paid holiday pay at all during that calendar year, he/she will be paid a total of fifty (50) hours of holiday pay for New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day and the Floating Holiday.*
4. If, however, the separating unit employee used more holiday hours than have occurred between January 1<sup>st</sup> and the separation date, the amount of over usage shall be deducted from his/her accrued leave balances or final pay.

E. Use of Holiday Time

1. If a unit employee has exhausted his/her accrued holiday pay and a holiday occurs, he/she must use accrued leave in order to be paid on that day.
2. Vacation pay shall be the first accrued leave used in the event all holiday pay has been exhausted.
3. If the unit employee has no vacation leave accrued, other types of accrued leave may be used, excluding sick leave.
4. If an employee has exhausted all eligible accrued leave balances on a holiday, he/she will not be paid for that holiday.

F. Holidays on a Sunday

Holidays falling on Sunday will be observed on the following Monday.

G. Ordered to Work Holidays

1. Any unit employee who is ordered to work on a holiday or assigned to a classification that regularly works on a holiday described in this Article shall be compensated for any and all such hours actually worked at the rate of one-half (1/2) times the employee's base salary rate.
2. *For example: If an employee works ten (10) hours, he/she will be paid a total of fifteen (15) hours for the day — ten (10) hours of regular pay and an additional five (5) hours of additional regular pay.*
3. The additional pay referred to in this paragraph must be paid in salary and not in compensatory time.
4. For the purpose of this paragraph, the phrase "regularly works" means work that recurs at fixed and uniform intervals.

5. Unit employees will receive this extra increment if they work on the holiday itself, not on the day the holiday is observed by the City.

## **Section 6.02 Vacation**

### **A. Vacation Time Accruals**

Vacation shall be accrued each pay period on the following basis:

<b>YEARS EMPLOYED (MONTHS)</b>	<b>ANNUAL ACCRUAL</b>
0 – 2 yrs (0 – 24 months)	80 hours
2 – 9 yrs (25 – 108 months)	120 hours
10 yrs (109 – 120 months)	128 hours
11 yrs (121 – 132 months)	136 hours
12 yrs (133 – 144 months)	144 hours
13 yrs (145 – 156 months)	152 hours
14 yrs (157 months & thereafter)	160 hours

Employees must be in active payroll status for a minimum of five (5) hours in the pay period to receive the full accrual amount for that pay period.

### **B. Vacation Time Taken in Increments**

Unit employees may take vacation time off in as little as fifteen (15) minute increments.

### **C. Probationary Employees**

Probationary unit employees are not restricted in their use of accrued vacation time, so long as such vacation time is approved by his/her supervisor or department director.

### **D. Maximum Vacation Accruals**

1. Unit employees hired on or before June 30, 2012 shall be allowed to continue to accrue unlimited vacation hours until June 30, 2016.
2. Unit employees hired on or after July 1, 2012 shall be allowed to accrue a maximum of three hundred and sixty (360) hours of vacation leave. Vacation hours earned in excess of the three hundred and sixty (360) hours accrued will be paid out to the employee on the following pay period.
3. Effective July 1, 2016, all unit employees shall only be allowed to accrue a maximum of three hundred and sixty (360) hours of vacation leave. Any vacation hours earned, on July 1, 2016 and continuing thereafter, in excess of the three hundred and sixty (360) hours accrued will be paid out to the employee on the following pay period.

4. Employees with greater than three hundred and sixty (360) hours accumulated as of June 30, 2016, or upon first entering the unit, shall be subject to the following:
  - a) A primary vacation bank will be established with up to a maximum of three hundred (300) accumulated hours.
  - b) A secondary vacation bank will be established with all accumulated hours in excess of three hundred (300) hours. An employee may not accrue any additional hours in this secondary vacation bank.
  - c) Vacation hours earned on July 1, 2016 and continuing thereafter will be accrued in the primary vacation bank. Vacation hours earned in excess of three hundred and sixty (360) hours in the primary vacation bank shall be paid out to the employee on the following pay period.
  - d) All payments shall be made based upon the employee's current rate of pay at the time of payment, cash-out, or deposit into a deferred compensation plan.
  - e) Vacation hours in the secondary vacation bank may be used for time off, cashed out, and/or deposited into the employee's deferred compensation plan.
5. The option to cash-out, or make a deposit into a deferred compensation plan, from the secondary vacation bank will be subject to annual review and consideration by the City Manager, based upon the financial status of the City each fiscal year. Annual total cash-out availability for the unit will be determined each fiscal year.
6. For the remainder of the FY15/16, cash-outs and/or deposits into a deferred compensation plan from the secondary vacation bank will be limited to a maximum of twenty-five thousand dollars (\$25,000) for the unit, based upon order of requests and limited to a maximum of twenty-five (25) hours per employee upon a two (2) week advance written request to the Finance Director.

For FY16/17, cash-outs and/or deposits into a deferred compensation plan from the secondary vacation bank will be limited to a maximum of twenty-five thousand dollars (\$25,000) for the unit, based upon order of requests and limited to a maximum of twenty-five (25) hours per employee upon a two (2) week advance written request to the HR/RM Department.

Requests for additional cash-outs and/or deposits into a deferred compensation plan from the secondary vacation bank in excess of the annual amounts stipulated may be submitted to the City Manager for consideration. The City Manager retains the discretion to approve/deny any such additional requests.

E. Payout of Vacation Upon Separation from Service, Retirement, or Death

All accrued vacation hours shall be paid out, or upon request deposited into the employee's deferred compensation plan up to the legal limits, at the employee's current rate of pay at the time of separation from service, retirement, or upon death.

**Section 6.03 Sick Leave**

A. Sick Leave Accrual Rate

Upon hire, sick leave shall begin to accumulate at the rate of ten (10) hours each calendar month of service.

B. Use of Sick Leave

1. Sick leave shall not be considered as a privilege, which a unit employee may use at that person's discretion.
2. Sick leave shall be allowed to cover an employee's absence due to any of the following:
  - a) The diagnosis, care, treatment of an existing health condition, or preventative care for, an employee.
  - b) The diagnosis, care, treatment of an existing health condition, or preventative care for, a qualified family member.
  - c) The employee is a victim of domestic violence, sexual assault, or stalking.
  - d) Any other leave of absence as allowed by law, including pregnancy and/or complications related to pregnancy.
  - e) Any additional reason that may be required by Labor Code Section 246.5(a).
3. For the purpose of Sick Leave, a qualified family member is defined as a: parent, parent-in-law, child (including biological, step, adopted, foster, grand, acting as loco parentis, or any form of legal guardianship), spouse, grandparent, sibling, and registered domestic partner.
4. Employees may use up to the full accumulated amount of sick leave to attend to the illness of a qualified family member. It is understood the City may require the employee to provide certification from a healthcare provider for sick leave use for a qualified family member.

C. Sick Leave Notification Requirement

1. In order to receive compensation while absent on sick leave, the employee shall notify the HR/RM Director (or his/her designee) or appropriate supervisor.
2. All affected unit employees shall be entitled to sick leave privileges up to the amount of hours accumulated.

D. Payoff of Sick Leave

1. A unit employee shall be paid accumulated sick leave at the hourly rate of that person's last position upon separating employment with the City due to death, layoff, service retirement, or disability retirement.
2. The eligible unit employee will be paid up to fifty percent (50%) of all unused accumulated sick leave up to a maximum of sixteen hundred (1600) hours.
3. Conversion of Sick Leave Upon Retirement

A unit employee retiring from the City may opt to convert up to one hundred percent (100%) of unused accumulated sick leave, which has not been paid out, to service credit in accordance with CalPERS regulations, procedures, and limits (G.C. 20965).

**Section 6.04 Personal Leave**

- A. Unit employees will be allowed to use up to fifty (50) hours of accumulated sick leave per calendar year, for the purpose of conducting personal business, which must be performed during normal business hours.
- B. Such requests for personal business leave must be approved in advance by the unit employee's department director.

**Section 6.05 Administrative Leave**

- A. Effective January 1, 2016, each unit employee shall be entitled to forty (40) hours of Administrative Leave time each calendar year.
- B. This time cannot be carried over to the next calendar year.
- C. The Administrative Leave benefit for new unit members will be pro-rated during the first year after hire or entry into the GMMU, at the rate of one and one-half (1.5) hours per pay period, for all remaining pay periods in that calendar year.

*For example: An employee is promoted into the unit on July 18<sup>th</sup>. He/she will receive thirteen and one-half (13.5) hours of Administrative Leave for use in the remaining nine (9) pay periods of that calendar year.*

**Section 6.06 Bereavement Leave**

- A. A unit member may use up to three (3) days of accrued sick leave in the event of the death, or imminent death, of a member of the employee's immediate family (defined as a spouse, registered domestic partner, child, parent, sibling, grandparent, and step or in-law relationships of the same categories).
- B. In the event the employee is required to travel five hundred (500) miles or greater, he/she shall be allowed to use up to two (2) additional days of accrued sick leave.

- C. An employee that finds they need additional time off may request to utilize accrued time from other leave banks, excluding sick leave, to cover the extended absence. Such additional time off is subject to approval by the Department Director based upon operational needs.

#### **Section 6.07 Leave for Child-Related Activities**

- A. Upon request, an employee may take off up to forty (40) hours per year, up to eight (8) hours per month, for child-related activities if the employee is a parent with one (1) or more children attending kindergarten, grades 1 to 12, or is at a licensed child care provider. This includes finding, enrolling, or re-enrolling a child in school or with a licensed child care provider, addressing a child care provider, and responding to a school/child care provider emergency including a request for a child to be picked up from school/child care, behavioral/discipline problems, closure or unexpected unavailability of the school/child care (excluding planned holidays), or a natural disaster. An FLSA non-exempt employee desiring to be paid for such time must use accrued leave to cover the absence.
- B. For the purpose of this section, a parent is defined as a parent, guardian, step-parent, foster parent, or grandparent of, or a person who stands in *loco parentis* to, the child.

#### **Section 6.08 Jury Duty**

- A. Notification

Any unit employee who is summoned to serve on jury duty shall immediately notify the appropriate supervisor of summons to jury duty and corresponding date and time.

- B. Jury Fees

The unit employee must waive or give the City any fees received as a juror in exchange for regular pay, excluding mileage fees or fees received on a regularly scheduled day off.

- C. Maximum Jury Duty

The City shall reimburse the unit employee a maximum of eighty (80) hours of jury duty each year.

#### **Section 6.09 Military Leave**

- A. Annual Active Military Duty

Regular unit employees who have been employed with the City for one (1) year or more shall be entitled to such leave of absence with pay for the first thirty (30) calendar days of annual active military duty for training purposes.

- B. Limitations

Unit employees with less than one (1) year of service shall receive leave of absence without pay.

C. Called to Active Duty

1. Unit employees called to active duty will be granted his/her full pay and benefits (minus pay received from the military) in accordance with the current City rules.
2. However, per IRS regulations, the employment relationship between employer and employee is terminated when the unit employee is called for active military service with the U.S. Government or with a state National Guard.
3. Payments made to the former employee are not wages for services performed; the payments are considered other income that is reported on Form 1099-MISC, Box 3.
4. Unit employees returning from active duty will be reinstated with their original hire dates and will receive credit for vacation and sick leave earned during their absence.

***Section 6.10 Regulatory Leave***

The City shall continue to provide regulatory leave, including but not limited to Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL), as required by law.

While on regulatory leave, unit employees will continue to be eligible to participate in the City's group health insurance to the same extent that coverage is provided while the unit employee is actually working. Unit employees must exhaust all accrued leave balances in connection with any regulatory leave.

***Section 6.11 Leave of Absence***

A. Approval

1. The City Manager may grant a regular unit employee leave of absence with or without pay for a period not to exceed one (1) year.
2. No such leave shall be granted except upon written request of the unit employee.
3. Approval shall be in writing and a copy filed with the HR/RM Director.

B. Reinstatement

Upon expiration of an approved leave, or within a reasonable period after notice to return to duty, the unit employee shall be reinstated in the position held at the time leave was granted.

C. Limitations

Failure on the part of a unit employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge.

### ***Section 6.12 Leave of Absence without Pay***

#### **A. Not a Break in Employment**

A leave of absence without pay granted by the City Manager shall not be construed as a break in employment, and rights accrued at the time the leave is granted shall be retained by the unit employee; however, vacation credit, sick leave credit, medical insurance contributions, and other fringe benefits shall not accrue to a person during a leave of absence without pay.

#### **B. Reinstated Employee**

A unit employee reinstated after a leave of absence without pay shall receive the same step in the salary range he/she received when the leave of absence without pay was granted.

#### **C. Leave without Pay — No Time for Service**

Time spent on such leave without pay shall not count toward service for increases within salary range, and the unit employee's salary anniversary date shall be set forward one (1) month for each thirty (30) consecutive calendar days taken.

#### **D. Use of Accrued Leave Time to Maintain Benefits**

##### **1. Utilization of Sick or Vacation Leave**

Upon approval by the appointing authority of an unpaid leave of absence, a unit employee shall be allowed to utilize one (1) day of sick time (if unit employee or immediate family member is sick) or vacation time in each month of unpaid leave of absence and the City will cover the cost of medical and other benefits during that month, just as if the unit employee were in a full paid status during that month.

##### **2. Limitations**

- a) A unit employee shall be allowed to use sick leave only if a doctor's report of continuing disability is on file in the HR/RM Department.
- b) This procedure shall be at the unit employee's option for the first four (4) months of approved unpaid leave of absence and at the City's option thereafter.

### ***Section 6.13 Leave Sharing Plan***

#### **A. Purpose**

The City shall maintain a City leave sharing plan that allows unit employees to donate leave to regular employees suffering from catastrophic illnesses.

#### **B. Controls**

Such plan will contain controls to prevent abuse of the leave sharing program.

#### ***Section 6.14 Compensation for Injury on Duty***

- A. Whenever a unit employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of that person's duties, the unit employee shall become entitled, regardless of that person's period of service with the City, to "Injury on Duty" (IOD) leave of absence while so disabled. The unit employee shall receive salary continuation pay in lieu of temporary disability payments, or maintenance allowance payments, if any. Salary continuation would be payable for the period of the disability, but not to exceed one (1) year, or until such earlier date as the unit employee is retired on disability pension or would be retired for disability pension if eligible under CalPERS requirements.
- B. The injury/illness must be reported to the HR/RM Department immediately through the process as designated by the HR/RM Department.
- C. Leave time used as IOD and/or paid as salary continuation will be run concurrently with FMLA/CFRA leave.
- D. The amounts of salary continuation will be taxed at the applicable state and federal rates.
- E. Payroll Deductions

All authorized deductions will continue as though the unit employee was in regular work status.

#### **Article VII. RETIREMENT**

##### ***Section 7.01 California Public Employees' Retirement System (CalPERS)***

The City provides retirement coverage for unit employees through miscellaneous plans with CalPERS.

- A. Definition of CalPERS Members

For the purpose of retirement benefits through CalPERS, employees are defined as either a "classic" or "new" member of CalPERS as follows:

- 1. "Classic" Member

"Classic" members are defined as:

- a) Employees hired on or before December 31, 2012; or
- b) Employees hired on or after January 1, 2013 who are not defined as "new" members.

- 2. "New" Member

"New" members are defined under the Public Employees' Pension Reform Act of 2013 (PEPRA) (G. C. 7522.20(a)) as:

- a) An employee who becomes a member of CalPERS for the first time on or after January 1, 2013, and who either (a) was not a member of any other public retirement system prior to that date; or (b) was a member of a public retirement system other than CalPERS prior to that date, but is not eligible for reciprocity; or
- b) An employee who was previously an active member in CalPERS through any employer other than the City and who has a break in service of more than six (6) months.

B. Retirement Benefit Structure

The City has a tiered retirement benefit as follows:

1. Tier I

Applies to unit employees who are “classic” members.

2. Tier II

Applies to unit employees who are “new” members.

C. CalPERS Retirement Formulas and Calculations for Miscellaneous Employees

Retirement formulas and calculations for CalPERS are based upon a combination of the employee’s age, years of service, and annual pensionable compensation.

1. Retirement Formula and Calculations for Tier I

- a) The City contracts with CalPERS for a “2% at 55” formula plan.
- b) Calculations are based upon the single highest year.
- c) Except as may be required by IRC 401(a)(17), there is no cap on annual salary that can be used to calculate final compensation.

2. Retirement Formula and Calculations for Tier II

- a) The California Public Employees' Pension Reform Act of 2013 (PEPRA) mandates a “2% at 62” plan.
- b) Calculations are based upon a three (3) continuous year average.
- c) There is a pensionable compensation cap on annual salary used to calculate final compensation.

D. Contribution Rates for CalPERS

The rate of contributions for CalPERS by both the City and each unit employee is based upon applicable law and MOU provisions.

1. Contributions for “Classic” Members
  - a) The employee contribution rate is currently seven percent (7%) of reportable compensation.
  - b) The City pays the full cost (100%) of the employee contribution as the Employer Paid Member Contribution (EPMC).
  - c) The City pays the full cost (100%) of the employer contribution rates, including but not limited to normal costs and unfunded liability, as determined by CalPERS each year.
2. Contributions for “New” Members
  - a) Due to PEPRRA, each unit employee must participate in equal cost sharing with the City.
  - b) Both the City and the employee will each pay fifty percent (50%) of the normal costs, as determined by CalPERS each year.

***Section 7.02 Additional CalPERS Retirement Benefits***

- A. Fourth Level 1959 Survivors Benefit as adopted by the City. (G. C. 21574)
- B. Fifty Percent (50%) Widow's/Widower's Continuance Benefit as adopted by the City. (G.C. 21624-21626)
- C. Highest One Year compensation as the period for determining retirement benefits for Tier I employees. (G. C. 20042)
- D. Conversion of Unused and Uncompensated Sick Leave toward service credit. (G.C. 20965)
- E. Post Retirement Survivor's Benefit for continuation of benefits after remarriage. (G.C. 21635)
- F. Five Percent (5%) Retirement Cost of Living Allowance. (G. C. 21335)
- G. For Tier I employees the City elects to pay seven percent (7%) of the normal unit employee contributions as EPMC and report same to CalPERS as compensation. (G.C. 20636 [C][4]).
- H. Pre-Retirement Optional Settlement 2 Death Benefit. (G.C. 21548)

The spouse of a deceased employee, who was eligible to retire from service at the time of death, may elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit. The benefit is a monthly allowance equal to the amount the employee would have received if he/she had retired for service on the date of death and elected Optional Settlement 2, the highest monthly allowance an employee can leave a spouse.

- I. Military Service Credit as Public Service. (G.C. 20996)

**Section 7.03 Public Agency Retirement System (PARS)**

Unit employees hired on or before July 1, 2008 may be eligible to participate in PARS.

- A. This supplemental retirement benefit provides a “3% at 55” Formula through a “1% at 55” formula furnished by PARS, coupled with the “2% at 55” formula furnished by CalPERS.
- B. The PARS benefit is for City of El Monte service only. In order to be eligible for the PARS benefit, the employee must have at least five (5) years’ service as a regular employee of the City of El Monte and retire immediately thereafter.
- C. Moreover, in no case will the combined benefit from CalPERS and PARS exceed one hundred percent (100%) of the unit employee’s single highest year’s pay (as determined by CalPERS), for those unit employees hired after July 1, 2003.
- D. Effective June 30, 2018, no unit employee who retires after that date may receive more than one hundred percent (100%) of his/her single highest year salary combined from CalPERS and PARS.
- E. Effective January 1, 2016, a unit employee eligible for the PARS benefit shall not be required to make any (0%) contributions toward his/her PARS retirement. The City shall pay one hundred percent (100%) of all costs for this benefit.

**Article VIII. RETIREE MEDICAL BENEFITS**

Employees who retire during the term of this MOU may be eligible for retiree medical benefits through the CalPERS retiree health insurance plans and Medicare.

**Section 8.01 Level I – Retiree Medical Benefits**

For employees hired on or before June 30, 2012:

- A. Eligibility
  - 1. An eligible retiree is an individual who retires at a minimum age of 55 with fifteen (15) years of service with the City of El Monte.
  - 2. Such retiree shall remain eligible for retiree medical benefits until death or the retiree’s voluntary cancellation of the policy.
  - 3. The City shall provide retiree medical benefits for the employee only. The employee must submit the request for such coverage in writing to the HR/RM Department prior to the effective date of retirement.
  - 4. Coverage for eligible dependents may be purchased directly with CalPERS. The retiree is solely responsible for the costs of the premiums for dependent coverage.

5. Retirees are not eligible for vision, dental, or any other benefits offered to active employees by the City.
6. If, for any reason, the City no longer contracts with CalPERS for retiree medical benefits, the City will offer a comparable health plan that does not decrease the level of coverage. In the event there is a dispute about which plan is comparable, the City and the Union will meet and confer on that subject.

B. Premiums

1. Employer Share

The City will make the mandatory employer contribution for retirees participating in the Public Employees Medical and Hospital Care Act (PEMHCA). The mandatory monthly rate is established by CalPERS annually and is effective on January 1<sup>st</sup> of each year.

2. Participant Share

a) Premiums for a City-sponsored medical plan shall be deducted from the retiree's monthly CalPERS annuity payment.

b) Reimbursement

The City shall reimburse the retiree for the cost of the Participant Share of the monthly premium, which is actually paid by the retiree, up to the prevailing one-party (single) Kaiser plan rate for the Los Angeles area.

Retirees who live outside of the CalPERS Los Angeles area shall receive reimbursement for up to the one-party (single) Kaiser plan rate for "Other Southern California Counties".

The reimbursement amount shall be reduced by the Employer Share of the premium.

The City shall pay the reimbursements to the retiree on a monthly basis. The retiree shall receive the payment via live check.

If a retiree's premiums exceed the cost of the one-party (single) Kaiser plan rate for the Los Angeles area, he/she will be responsible for the payment of any such excess premiums.

C. Medicare Eligibility

Upon reaching the age of Medicare eligibility, the retiree must apply for Medicare as required by CalPERS.

1. Eligible for Medicare

If the retiree is eligible for Medicare, the retiree must submit his/her annual Medicare statement to the HR/RM Department. The City shall then pay the

designated CalPERS Medicare supplement rate only, not to exceed the Los Angeles area Kaiser Supplemental plan rate, per month.

2. Ineligible for Medicare

If the retiree is ineligible for Medicare, the City shall continue to reimburse the retiree for the cost of the Participant Share of the monthly premium, which is actually paid by the retiree, up to the prevailing one-party (single) Kaiser plan rate for the Los Angeles area.

Such retirees who live outside of the CalPERS Los Angeles area shall continue to receive reimbursement for up to the one-party (single) Kaiser plan rate for "Other Southern California Counties".

***Section 8.02 Level II – Retiree Medical Benefits***

For employees hired on or after July 1, 2012:

A. Eligibility

1. An eligible retiree is an individual who retires at the minimum age required by CalPERS.
2. Such retiree shall remain eligible for retiree medical benefits until death or the retiree's voluntary cancellation of the policy.
3. Coverage for the retiree and eligible dependents may be purchased directly with CalPERS. The retiree is solely responsible for the costs of all premiums above the Employer Share.
4. Retirees are not eligible for vision, dental, or any other benefits offered to active employees by the City.
5. If, for any reason, the City no longer contracts with CalPERS for retiree medical benefits, the City and the Union will meet and confer on the subject.

B. Premiums

1. Employer Share

The City will make the mandatory employer contribution for retirees participating in the Public Employees Medical and Hospital Care Act (PEMHCA). The mandatory monthly rate is established by CalPERS annually and is effective on January 1<sup>st</sup> of each year.

2. Participant Share

- a) Premiums for a City-sponsored medical plan shall be deducted from the retiree's monthly CalPERS annuity payment.

b) Reimbursement

The City shall not provide any reimbursements to the retiree for the cost of the Participant Share of the monthly premium.

C. Medicare Eligibility

Upon reaching the age of Medicare eligibility, the retiree must apply for Medicare as required by CalPERS.

**Article IX. HIRING & EMPLOYMENT**

**Section 9.01 Probationary Period**

A. New unit employees

1. Length of Probationary Period

All new unit employees, except transfers, demotions and promotions, shall serve an initial probationary period of twelve (12) full calendar months.

2. "At Will" Status

During the probationary period, all new unit employees serve as an "at will" status and may be dismissed with or without cause, and with or without notice.

B. Transfers, Demotions and Promotions

1. For transfers, demotions and promotions, unit employees will serve a six (6) month performance probationary period as set forth in the El Monte Municipal Code 2.72.090.

2. Any employee rejected during the probationary period following a promotional appointment, by reason of failure to satisfactorily complete the probationary period shall be reinstated to the position from which the employee was promoted unless there is a basis for dismissing the employee for cause.

**Section 9.02 Reclassification Requests**

A. Procedure — Written Report

1. If a unit employee feels that the duties and responsibilities of the assigned position have significantly changed and are no longer commensurate with the classification and salary of the position, that person may submit a written request with appropriate documentation to the appropriate supervisor.

2. The supervisor must consider the request and make a written decision in response within thirty (30) calendar days of the receipt of the original request.

3. If the supervisor fails to respond on a timely basis or if the unit employee disagrees with the decision of the supervisor, the request may be forwarded by the unit employee to the appropriate department director within thirty-seven (37) calendar days of the original request.

B. Review and Response to Reclassification Request

1. The department director must consider the request and make a written decision in response to the request within sixty-seven (67) calendar days of the original request.
2. During that period the department director will seek recommendations from the HR/RM Department concerning the appropriateness of the reclassification request.
3. If the department director fails to respond on a timely basis or if the unit employee disagrees with the decision of the department director, the request may be forwarded by the unit employee to the City Manager within seventy-four (74) calendar days of the original request.

C. City Manager Review and Response

1. The City Manager, or designee, must consider the request and make a written decision in response to the request within one hundred and four (104) calendar days of the original request.
2. If the reclassification request is approved at any step in the above process, retroactive pay shall be granted back to the date of the original request.
3. If the employee fails to progress the reclassification request at any level within the prescribed time frame, the unit employee will have waived the right to pursue the request.

D. Time Limits

Time limits to any step may be altered by mutual agreement between the City and the unit employee.

***Section 9.03 Property Right After Probationary Period Is Completed***

A. Competitive Service

It is understood and agreed that unit employees in the bargaining unit are employees of the competitive service and after completing their probationary period may be terminated for cause only.

B. Appeals Rights

In the event of termination for cause, all employees shall have the right to appeal as currently outlined in the Municipal Code Section 2.72.140, or other superseding authorized document.

#### ***Section 9.04 Resignation***

##### **A. Two-Week Notice**

A unit employee wishing to leave the competitive service in good standing shall file a written resignation stating the effective date and reason with the employee's supervisor at least two (2) weeks before leaving the service.

##### **B. Cause for Resignation**

The resignation shall be forwarded to the HR/RM Director with a statement by the appointing power or Department Director as to the resigned unit employee's service performance and other pertinent information concerning the cause for resignation.

##### **C. Limitations**

1. Failure to comply with this rule shall be entered on the service record of the unit employee and may be cause for denying future employment by the City.
2. The resignation of a unit employee who fails to give notice shall be reported to the HR/RM Director by the Department Director immediately.

#### **Article X. GRIEVANCE POLICY**

##### ***Section 10.01 Definitions***

A grievance is defined as any dispute concerning the interpretation or application of this written MOU, the Personnel Rules and Regulations, or departmental rules and regulations governing personnel practices or working conditions applicable to permanent employee regular unit employees covered by this MOU. An impasse in meeting and conferring upon the terms of a proposed MOU is not a grievance.

##### ***Section 10.02 Responsibilities and Rights***

##### **A. Limitations**

Nothing in this grievance procedure shall be construed as applying to matters for which an administrative remedy is provided by the City Personnel Rules and Regulations or Municipal Code Section 2.72.140 of the Municipal Code shall apply in matters of demotion, dismissal and reduction in pay.

##### **B. Right to Process Grievance**

1. No unit employee shall lose the right to process a grievance informally with that person's immediate supervisor.
2. The immediate supervisor, will, upon the request of the unit employee, discuss the grievance at a mutually satisfactory time.
3. The unit employee may represent himself/herself or choose to be represented by the Union in an informal discussion with the immediate supervisor, and in all formal review levels.

4. A grievance may be filed by an individual unit employee, group of unit employees, or the Union on behalf of a unit employee or group of unit employees.

C. Time Limits

1. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement.
2. The unit employee(s), the Union, and management may waive one or more levels of review from this grievance procedure, again by mutual agreement.

D. Procedure

The grievance procedure for unit employees shall be as follows:

1. Step 1 - First Level of Review – Informal

- a) The unit employee(s) and/or Union shall discuss the grievance with the immediate management supervisor on an informal basis in an effort to resolve the grievance.
- b) Said grievance shall be considered waived if not so presented to the immediate management supervisor within ninety (90) calendar days following the day when the event upon which the grievance is based occurred.
- c) The immediate management supervisor may require that the unit employee(s) or Union submit the grievance in writing.
- d) Similar grievances submitted by more than one (1) unit employee may be consolidated by management into one (1) or more separate grievances.
- e) The immediate management supervisor shall respond within five (5) calendar days following the meeting with the unit employee(s) or Union.
- f) Failure of the immediate management supervisor to respond within such time limit shall entitle the unit employee(s) or Union to process the grievance at the next step.

2. Step 2 - Second Level of Review - Formal

- a) If the grievance is not settled at Step 1, the unit employee(s) or Union may serve written notice of the grievance on a form provided by management to the Department Director, within seven (7) calendar days of receipt of the grievance response at Step 1.
- b) Failure of the unit employee(s) or Union to serve such written notice shall constitute a waiver of the grievance.
- c) If such written notice is served, the Department Director shall meet with the unit employee(s) and Union. A written decision or statement of facts

and issues shall be rendered to the unit employee(s) and Union within fifteen (15) calendar days from the date of service.

- d) Failure of management to respond within such time limit shall entitle the unit employee(s) and Union to process the grievance at the next level of review.

3. Step 3 - Third Level of Review

- a) If the grievance is not settled at Step 2, the unit employee(s) and Union may serve written notice of the grievance on said form upon the City Manager within seven (7) calendar days following receipt of the grievance response at Step 2.
- b) Failure of the unit employee(s) or Union to serve such notice shall constitute a waiver of the grievance.
- c) If such notice is served, the grievance shall be heard by the City Manager or that person's designee within fifteen (15) calendar days.
- d) The City Manager or designee will afford the parties an opportunity to present oral or written arguments on the merits of the grievance and shall render to the unit employee(s) and Union, a written decision within thirty (30) calendar days from the date said arguments were submitted.
- e) Within ten (10) calendar days of the receipt of the written decision of the City Manager or designee, an appeal may be filed with the City Clerk requesting to submit the grievance to arbitration.

E. Optional Alternative to Dispute Resolution - Binding Arbitration

If a grievance is not resolved after review by the City Manager, the Union may request to submit the matter to a third party neutral for resolution.

- 1. Upon request for arbitration, the parties shall meet within ten (10) days of the request to mutually select a neutral person to hear the grievance.
- 2. If the parties cannot agree on a neutral person, they shall use the services of the State Conciliation and Mediation Services (SCMS). A third party neutral shall be selected using the striking method, with the last name remaining on the list serving as the neutral. The selected arbitrator must render a written decision within sixty (60) days following the submission of the final briefs, if any.
- 3. If the parties select arbitration, the decision of the arbitrator shall be final and binding upon the parties.

**Article XI. LAYOFF POLICY**

***Section 11.01 Basis for Layoff***

- A. Unit employees may be laid off if the position is no longer required or if there is insufficient work to justify their retention.
- B. In the event of layoff, the Personnel rules regarding layoff shall apply.

***Section 11.02 Notice of Layoff***

The City agrees to provide the affected employee with a thirty (30) calendar day period between the Notice of Intent to Layoff and the actual separation date. This only applies to unit employees affected by a layoff and not a displacement by way of an employee exercising his/her bumping rights.

**Article XII. GENERAL PROVISIONS**

***Section 12.01 Direct Deposit***

In order to reduce administrative costs, the City strongly encourages all unit employees to use direct deposit on their paychecks. As a general rule, all employees shall be paid by direct deposit of their payroll check into an account of their choice at a financial institution. With the approval of the Finance Director, an employee may elect to receive payment via live check due to personal circumstances.

***Section 12.02 Pay Day***

Unit employees will receive their paychecks in accordance with the City's designated payroll schedule.

***Section 12.03 Emergency Waiver***

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, as determined by the City, the non-economic provisions of this MOU which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergencies. After the emergency is over, the Union shall have the right to meet with the City regarding the impact on employees of this suspension of these provisions in this MOU.

***Section 12.04 Severability Provision***

Should any article, section, subsection, subdivision, sentence, clause, phrase or provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU. In the event of such invalidation, the City and the Union agree to meet within thirty (30) days from said invalidation and confer in good faith to determine an alternative equivalent article, section, subsection, subdivision, sentence, clause, phrase or provision.

### ***Section 12.05 Personnel System Rules & City Policies***

The parties agree that all terms and conditions of employment, as they pertain to unit employees covered by this MOU, in effect prior to the date of this MOU, unless specifically provided to the contrary in this MOU, shall continue to remain in full force and effect during the term of this MOU.

Any conflicts with the City's Personnel Systems Rules, Ordinances, Resolutions, Departmental Rules and Regulations or Policy Statements shall be considered to have been superseded by this MOU.

### ***Section 12.06 Full Waiver of Meet and Confer***

- A. This MOU contains all of the covenants, stipulations and provisions, agreed upon by the parties.
- B. Therefore, during the term of this agreement, except as provided herein, all other compensation and benefits not modified in this agreement shall remain in full force and effect.
- C. For the purpose of the MOU neither party shall be compelled to meet and confer with the other concerning any issues, whether specifically discussed prior to the execution of this MOU or which may have been omitted in the meet and confer process leading up to the execution of the MOU, except as set forth in this MOU or by mutual agreement of the parties.
- D. Each party acknowledges that it had full and unlimited opportunity to meet and confer over any issue it either did raise or could have raised and hereby waives the right to meet and confer further during the term of this MOU except as specifically set forth in this MOU.

### ***Section 12.07 Continued Performance of City Services and Operations***

- A. No Strikes/Job Action

The Union hereby agrees that during the term of this MOU the unit employees of the City as set forth in this MOU and officers and/or agents of the recognized unit employee organization shall not engage in, encourage, sanction, support, authorize, or suggest any work stoppages, picketing, job actions, strikes, walkouts, boycotts, slowdowns, mass resignations, or any other intentional interferences of the work of the City.

- B. Union Responsibility

In the event that the Union, its officers, agents, representatives or employees engage in any of the conduct listed above, the Union shall immediately instruct, in writing, any persons engaging in such activity that their conduct is in violation of the MOU and unlawful, and that they must cease engaging in such conduct and return to work.

C. City Rights

If such action is not taken by the Union, the City may suspend any and all of the rights and privileges accorded the Union under any ordinance, resolution, or rules and regulations of the City or any MOU with the City, including but not limited to the suspension of recognition of such unit employee organization and the use of the City's bulletin boards and facilities.

***Section 12.08 Fairness Agreement***

If during the term of this MOU, a tangible benefit or salary increase is provided to any other bargaining unit, the City agrees to present the same terms to SEIU for discussion.

## EXECUTION OF THE NEW AGREEMENT



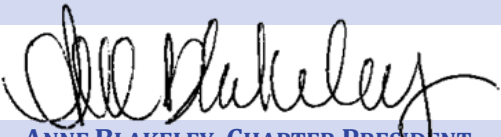

On March 14, 2016, this MOU was ratified by simple majority vote of unit employees who are in classifications represented by the Union.

This MOU has been approved by a vote of the City Council of the City of El Monte on March 22, 2016.

Following its execution by the parties hereto, the City Council shall implement its terms and conditions by appropriate lawful action.

In witness thereof, the parties hereto have caused this agreement to be executed this 27<sup>th</sup> day of October 2016.

### PARTIES TO THE AGREEMENT

<b>SEIU Local 721 General Mid-Management Unit</b>		<b>City of El Monte, California</b>	
		 10/27/2016	
<b>WENDY THOMAS, CHIEF NEGOTIATOR</b> SEIU LOCAL 721		<b>JESUS M. GOMEZ, CHIEF NEGOTIATOR</b> CITY MANAGER	
		<b>DEBORAH SCOTT-LEISTRA</b> HUMAN RESOURCES/RISK MANAGEMENT DIRECTOR	
<b>CESAR ROLDAN, CHAPTER VICE PRESIDENT</b> PUBLIC WORKS - SR. MANAGEMENT ANALYST			
<b>RICHARD MONTANEZ, CHAPTER SECRETARY</b> PUBLIC WORKS - MAINTENANCE FIELD SUPERVISOR		<b>ERNESTINE JONES</b> FINANCE DIRECTOR	
<b>SHANNON NURRE, CHAPTER TREASURER</b> POLICE - COMMUNICATIONS MANAGER			



# **City of El Monte**

## **General Mid-Management Unit**

**January 1, 2016, through December 31, 2017**



**SEIU Local 721**

**1545 Wilshire Blvd Ste 100**

**Los Angeles CA 90017-4510**

**Questions? Call the Member Connection (877) 721-4YOU**

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